

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That we, Nettie Pickett Stone and Harry B. Stone, her husband, of Tulsa County, in Oklahoma, for and in consideration of the sum of Eighteen Hundred and no/100 Dollars, to us in hand paid by Julius H. Sanders, of Tulsa County, Oklahoma, the receipt ^{where} of ~~which~~ is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said Julius H. Sanders, and unto his heirs and assigns, the following described real estate situated in Tulsa County, Oklahoma.

The East $\frac{1}{2}$ of the North West $\frac{1}{4}$, and South West $\frac{1}{4}$ of North West $\frac{1}{4}$ of Section Twelve (12), Township Sixteen (16) Range Twelve (12) East, containing One Hundred twenty acres, more or less, according to the Government Survey thereof.

TO HAVE AND TO HOLD THE SAME, unto the said Julius H. Sanders and unto his heirs and assigns forever, with all the privileges and appurtenances thereunto belonging.

And we, the said Nettie Pickett Stone and Harry B. Stone, for ourselves, ^{and} ~~as for~~ our heirs, executors, administrators and assigns, covenant with the said Julius H. Sanders, his heirs and assigns, that we lawfully seized in fee of the foregranted premises; that they are free from all incumbrances, except a mortgage to W. F. Sunkel to secure a note of \$800.00; that we have a good right to sell and convey the same to the said Julius H. Sanders, his heirs as aforesaid; and that we will and our heirs, executors and administrators shall forever warrant and defend the title to the said real estate against all lawful claims and demands whatever

The foregoing conveyance is on conditions: That, whereas, the said Nettie Pickett Stone, and Harry B. Stone, are justly indebted to the said Julius H. Sanders in the sum of Eighteen Hundred and no/100 Dollars, for borrowed money, evidenced by one promissory note dated November, 24th, 1908, with interest at 8% Interest per annum, and due November 24th, 1909

Now if the said Nettie Pickett Stone and Harry B. Stone, shall pay or cause said note to be paid, with interest, according to the tenor and effect thereof, then this instrument to be null and void; otherwise to remain in full force and effect.

And it is hereby further stipulated that during the continuance of this instrument in force, the said Nettie Pickett Stone and Harry B. Stone, shall at all times ^{keep} ~~keep~~ all taxes fully paid, as required by law.

And it is hereby further agreed that in case the said Nettie Pickett Stone and Harry B. Stone shall make default in payment of taxes or of keeping said buildings insured as aforesaid, then the said Julius H. Sanders, or his legal representatives, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at....per cent. per annum from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured.

WITNESS, our hand on this 5th, day of December, A. D., 1908.

Nettie Pickett Stone (SEAL)

Harry B. Stone (SEAL)

STATE OF OKLAHOMA, CREEK COUNTY,) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 5th, day of December, 1908, personally appeared Nettie Pickett Stone and Harry B. Stone, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

Arthur L. Funk, Notary Public.

(SEAL) My commission expires May 30th, 1911.

Filed for record Dec. 7, 1908, at 10.45 A. M.

H. C. Walkley, Register of Deeds (SEAL)